

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA

:

STIPULATION AND ORDER

-v.-

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20 Cr. 8 (RMB)

HICHAM KABBAJ

:

Defendant.

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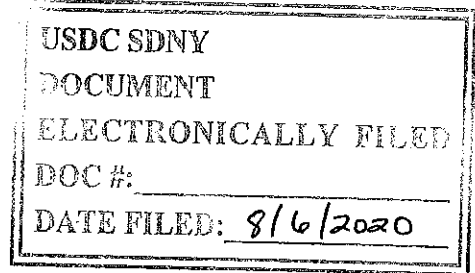
West Milford Tax Department,

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Interested Party.

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WHEREAS, on or about January 3, 2020, HICHAM KABBAJ (the "defendant"), was charged in a one-count Information, 20 Cr. 8 (RMB) (the "Information"), with wire fraud, in violation of Title 18, United States Code, Sections 1343 and 2 (Count One);

WHEREAS, the Information included a forfeiture allegation as to Count One of the Information, seeking forfeiture to the United States, pursuant to Title 28, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), of any and all property, real and personal, that constitutes or is derived from proceed traceable to the commission of said offense, including but not limited to

a sum of money in United States currency representing the amount of proceeds traceable to the commission of said offense and, *inter alia*, the following specific property:

663 Lakeshore Drive, Hewitt, New Jersey 07421
(the "Lakeshore Drive Property");

WHEREAS, on or about January 3, 2020, the defendant pled guilty to Count One of the Information pursuant to a plea agreement with the Government, wherein the defendant admitted the forfeiture allegation with respect to Count One of the Information and agreed to forfeit, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), a sum of money equal to \$6,051,453.43 in United States currency, representing the amount of proceeds traceable to the commission of the offense charged in Count One of the Information; and (ii) all right, title and interest of the defendant in the Lakeshore Drive Property;

WHEREAS, on or about January 27, 2020, this Court entered a Consent Preliminary Order of Forfeiture as to Specific Property/Money Judgment (Docket Entry (D.E.) 24) forfeiting the defendant's interest in, *inter alia*, the Lakeshore Drive Property;

WHEREAS, the Lakeshore Drive Property incurs property taxes at a quarterly rate determined by local authorities;

WHEREAS, the Township of West Milford represents that the unpaid property taxes accrued on the Lakeshore Drive Property as of April 30, 2020 total \$8,698;

WHEREAS, property taxes will continue to accrue until a Final Order of Forfeiture is entered as to the Lakeshore Drive Property;

WHEREAS, the parties to this Stipulation (the "Settlement Agreement"), the United States of America, by United States Attorney Geoffrey S. Berman, by and through Andrew Rohrbach and Ni Qian, Assistant United States Attorneys, and Dawn M. Sullivan, Esq., on behalf of the Township of West Milford, seek to resolve the outstanding township property taxes on the Lakeshore Drive Property without litigation;

IT IS HEREBY STIPULATED AND AGREED as follows:

1. Following entry of a Final order of Forfeiture as to the Lakeshore Drive Property, forfeiting all right, title and interest in the Lakeshore Drive Property to the United States, and upon the sale of the Lakeshore Drive Property pursuant to the Final Order of Forfeiture, the United States shall pay to the Township of West Milford, from the net proceeds of the sale of the Lakeshore Drive Property, all Lakeshore Drive Property West Milford Township property taxes accrued up until and

including the date of the entry of the Final Order of Forfeiture (the "Lakeshore Drive Township Taxes"). No West Milford Township property taxes shall accrue after entry of a Final Order of Forfeiture as to the Lakeshore Drive Property.

2. The net proceeds shall include all amounts received from the sale of the Lakeshore Drive Property less payment of outstanding taxes, valid prior liens, real estate commissions, insurance costs, escrow fees, document recording fees not paid by the buyer, title fees, county transfer fees, reasonable real estate attorney's fees, if any, associated with the sale of the Lakeshore Drive Property and any and all expenses incurred by the Internal Revenue Service (the "IRS") or its designees in connection with the custody, maintenance and sale of the Lakeshore Drive Property.

3. Except as otherwise provided in this Settlement Agreement, Township of West Milford is hereby barred from asserting any claim against the United States or any of its agents and employees, including but not limited to, the IRS, the Department of Treasury, and this Office, in connection with, or arising out of, the United States' forfeiture of the Lakeshore Drive Property or the transfer of the Lakeshore Drive Property to the United States, IRS, its agents or designees.

4. This Settlement Agreement constitutes the entire agreement between the parties on the matters contained herein, and no other statement, promise or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement shall be enforceable.

5. Any modifications to this Settlement Agreement shall be in a writing signed by the parties.

6. The individual(s) signing this Stipulation and Order on behalf of Township Of West Milford represent and warrant that they are authorized by Township Of West Milford to execute this Stipulation and Order.

7. The parties hereby waive all rights to appeal or to otherwise challenge or contest the validity of this Stipulation and Order.


8. The signature pages of this Stipulation and Order may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

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9. The Court shall have exclusive jurisdiction over the interpretation and enforcement of this Stipulation and Order.

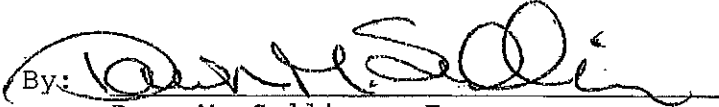
Agreed and consented to:

GEOFFREY S. BERMAN
United States Attorney for the
Southern District of New York

By: 
Andrew Rohrbach/Ni Qian
Assistant United States Attorneys
T: 212-637-2345/2364

5/12/2020
DATE

INTERESTED PARTY,
TOWNSHIP OF WEST MILFORD

By: 
Dawn M. Sullivan, Esq.
Attorney for the TOWNSHIP OF WEST MILFORD
Dorsey & Semrau
714 Main Street,
P.O. Box 228,
Boonton, New Jersey 07005

5-13-20
DATE

SO ORDERED:


HONORABLE RICHARD M. BERMAN
UNITED STATES DISTRICT JUDGE

8/6/2020
DATE